would be tautology unless meant to embrace liabilities not arising from "debts."

In view of the manifest policy of Congress to further encourage the ship-owning industry and the very broad terms employed in this last legislation, we can but infer that the policy of the Government was to confine the risk of an owner not personally at fault to his interest in the ship. To say that Congress meant no more by extending the limitation to any and all debts and liabilities than to include obligations arising *ex contractu*, would be to utterly ignore the fact that such a construction would leave an owner subject to a large class of obligations arising from non-maritime torts, and leave nothing to which the words, "any and all . . . liabilities" could apply. In *Butler* v. *Steamship Company*, 130 U. S. 527, 549, 553, the words "the liability of the owner . . . shall in no case exceed," etc., were construed as extending to any liability "for any act, matter, loss, damage or forfeiture whatever, done or incurred," and as therefore providing that the "owners shall not be liable beyond their interest in the ship and freight for the acts of the master or crew done without their privity or knowledge." Upon this interpretation of § 4283, it was held that liabilities of the owner for injuries to persons were included in the limitation, as well as injuries to goods. Referring to the eighteenth section of the act of 1884, which did not apply in that case because the injury occurred before its passage, the court said (p. 553), it "seems to have been intended as explanatory of the intent of Congress in this class of legislation. It declares that the individual liability of a shipowner shall be limited to the proportion of any or all debts and liabilities that his individual share of the vessel bears to the whole; and the aggregate liabilities of all the owners of a vessel on account of the same shall not exceed the value of such vessel and freight pending. The language is somewhat vague, it is true; but it is possible that it was

intended to remove all doubts of the application of the limited liability law to all cases of loss and injury caused without the privity or knowledge of the owner. But it is unnecessary to decide this point in the present case. The pendency of the proceedings in the limited liability cause was a sufficient answer to the libel of the appellants."

Touching the wide purpose of Congress as indicated by the various provisions limiting the ship-owner's liability, the court, in the same case, said (p. 549):

"If we look at the ground of the law of limited responsibility of ship-owners, we shall have no difficulty in reaching the conclusion that it covers the case of injuries to the person as well as that of injuries to goods and merchandise. That ground is, that for the encouragement of ship-building and the employment of ships in commerce, the owners shall not be liable beyond their interest in the ship and freight for the acts of the master or crew done without their privity or knowledge. It extends to liability for every kind of loss, damage and injury. This is the language of the maritime law, and it is the language of our statute which virtually adopts that law."

Neither is it necessary to conclude that the section in question is a repealing act as to any of the qualifications of the preceding limitations found in §§ 4283 *et seq.*, of the Revised Statutes. To so hold would be to attribute to Congress a wider purpose than we have any reason to suppose—that of extending the benefits of §§ 4283 *et seq.*, regardless of the owner's knowledge or privity.

That would be to throw the section out of correspondence with the existing limitations.

We therefore conclude that the section in question was intended to add to the enumerated claims of the old law "any and all debts and liabilities" not theretofore included. This is the interpretation suggested in *Butler* v. *Steamship Co., supra.* That the section operates as such an amendment of the existing law and not as a repeal of

the qualifications found in that law, is the view adopted by three Circuit Courts of Appeal, in the cases of *The Republic*, 61 Fed. Rep. 109, in the Second Circuit; *The Annie Faxon*, 75 Fed. Rep. 312, in the Ninth Circuit, and in *Towing Company* v. *Transportation Company*, 155 Fed. Rep. 11, in the Sixth Circuit, as well as by a number of District Courts, among them being the cases of *The Amos D. Carver*, 35 Fed. Rep. 665, and *In re Meyer*, 74 Fed. Rep. 881.

Thus construed, the section harmonizes with the policy of limiting the owner's risk to his interest in the ship in respect of all claims arising out of the conduct of the master and crew, whether the liability be strictly maritime or from a tort non-maritime, but leaves him liable for his own fault, neglect and contracts.

If thus the owner's liability for a tort permitted or incurred through the master or crew, although non-maritime because due to a collision between the ship and a structure upon land, be one in respect to which his liability is limited, and he applies for the benefit of such limitation to the proper District Court of the United States, "all proceedings," by the express terms of § 4285, Revised Statutes, "against the owner shall cease." The procedure in any such case is prescribed by the 54th and 55th rules in admiralty, where it is said that the court shall, "on application of the said owner or owners, make an order to restrain the further prosecution of all and any suit or suits against said owner or owners in respect of any such claim or claims." *Providence & N. Y. Steamship Co.* v. *Hill Mfg. Co.*, 109 U. S. 578; *Butler* v. *Steamship Co.*, 130 U. S. 527, 549.

The case of *Ex parte Phenix Insurance Co.*, 118 U. S. 610, which was a petition for the benefits of the limited liability act and to stay suits at common law against the owner for liability by fire carried to buildings on land communicated from the ship, has been cited as holding that the limited liability statute did not apply to such a claim, and that a

court of admiralty could not draw to itself jurisdiction over any such claim. But that liability was incurred on September 20, 1880, a date antecedent to the act of 1884, which act expressly excluded liabilities which arose before its passage. That the decision by this court was not made until November, 1886, and that the opinion makes no reference to the act of 1884 is of no importance, since the act had no application.

The decree is reversed and the case remanded for further proceedings in accordance with this opinion.